





















## RAILROAD TIME TABLE.

## RAILROAD TIME TABLE

Showing the arrival and departure of all trains from this city—Central Time.

EAST TOWN, VA. &amp; A. R. V.

ARRIVE DEPART

No. 11, from Savannah, 12:25 pm, to New York, 12:30 pm.

No. 12, from New York, 12:30 pm, to Savannah, 12:35 pm.

No. 13, from Savannah, 12:35 pm, to New York, 12:40 pm.

No. 14, from New York, 12:40 pm, to Savannah, 12:45 pm.

No. 15, from Savannah, 12:45 pm, to New York, 12:50 pm.

No. 16, from New York, 12:50 pm, to Savannah, 12:55 pm.

No. 17, from Savannah, 12:55 pm, to New York, 1:00 pm.

No. 18, from New York, 1:00 pm, to Savannah, 1:05 pm.

No. 19, from Savannah, 1:05 pm, to New York, 1:10 pm.

No. 20, from New York, 1:10 pm, to Savannah, 1:15 pm.

No. 21, from Savannah, 1:15 pm, to New York, 1:20 pm.

No. 22, from New York, 1:20 pm, to Savannah, 1:25 pm.

No. 23, from Savannah, 1:25 pm, to New York, 1:30 pm.

No. 24, from New York, 1:30 pm, to Savannah, 1:35 pm.

No. 25, from Savannah, 1:35 pm, to New York, 1:40 pm.

No. 26, from New York, 1:40 pm, to Savannah, 1:45 pm.

No. 27, from Savannah, 1:45 pm, to New York, 1:50 pm.

No. 28, from New York, 1:50 pm, to Savannah, 1:55 pm.

No. 29, from Savannah, 1:55 pm, to New York, 2:00 pm.

No. 30, from New York, 2:00 pm, to Savannah, 2:05 pm.

No. 31, from Savannah, 2:05 pm, to New York, 2:10 pm.

No. 32, from New York, 2:10 pm, to Savannah, 2:15 pm.

No. 33, from Savannah, 2:15 pm, to New York, 2:20 pm.

No. 34, from New York, 2:20 pm, to Savannah, 2:25 pm.

No. 35, from Savannah, 2:25 pm, to New York, 2:30 pm.

No. 36, from New York, 2:30 pm, to Savannah, 2:35 pm.

No. 37, from Savannah, 2:35 pm, to New York, 2:40 pm.

No. 38, from New York, 2:40 pm, to Savannah, 2:45 pm.

No. 39, from Savannah, 2:45 pm, to New York, 2:50 pm.

No. 40, from New York, 2:50 pm, to Savannah, 2:55 pm.

No. 41, from Savannah, 2:55 pm, to New York, 3:00 pm.

No. 42, from New York, 3:00 pm, to Savannah, 3:05 pm.

No. 43, from Savannah, 3:05 pm, to New York, 3:10 pm.

No. 44, from New York, 3:10 pm, to Savannah, 3:15 pm.

No. 45, from Savannah, 3:15 pm, to New York, 3:20 pm.

No. 46, from New York, 3:20 pm, to Savannah, 3:25 pm.

No. 47, from Savannah, 3:25 pm, to New York, 3:30 pm.

No. 48, from New York, 3:30 pm, to Savannah, 3:35 pm.

No. 49, from Savannah, 3:35 pm, to New York, 3:40 pm.

No. 50, from New York, 3:40 pm, to Savannah, 3:45 pm.

No. 51, from Savannah, 3:45 pm, to New York, 3:50 pm.

No. 52, from New York, 3:50 pm, to Savannah, 3:55 pm.

No. 53, from Savannah, 3:55 pm, to New York, 4:00 pm.

No. 54, from New York, 4:00 pm, to Savannah, 4:05 pm.

No. 55, from Savannah, 4:05 pm, to New York, 4:10 pm.

No. 56, from New York, 4:10 pm, to Savannah, 4:15 pm.

No. 57, from Savannah, 4:15 pm, to New York, 4:20 pm.

No. 58, from New York, 4:20 pm, to Savannah, 4:25 pm.

No. 59, from Savannah, 4:25 pm, to New York, 4:30 pm.

No. 60, from New York, 4:30 pm, to Savannah, 4:35 pm.

No. 61, from Savannah, 4:35 pm, to New York, 4:40 pm.

No. 62, from New York, 4:40 pm, to Savannah, 4:45 pm.

No. 63, from Savannah, 4:45 pm, to New York, 4:50 pm.

No. 64, from New York, 4:50 pm, to Savannah, 4:55 pm.

No. 65, from Savannah, 4:55 pm, to New York, 5:00 pm.

No. 66, from New York, 5:00 pm, to Savannah, 5:05 pm.

No. 67, from Savannah, 5:05 pm, to New York, 5:10 pm.

No. 68, from New York, 5:10 pm, to Savannah, 5:15 pm.

No. 69, from Savannah, 5:15 pm, to New York, 5:20 pm.

No. 70, from New York, 5:20 pm, to Savannah, 5:25 pm.

No. 71, from Savannah, 5:25 pm, to New York, 5:30 pm.

No. 72, from New York, 5:30 pm, to Savannah, 5:35 pm.

No. 73, from Savannah, 5:35 pm, to New York, 5:40 pm.

No. 74, from New York, 5:40 pm, to Savannah, 5:45 pm.

No. 75, from Savannah, 5:45 pm, to New York, 5:50 pm.

No. 76, from New York, 5:50 pm, to Savannah, 5:55 pm.

No. 77, from Savannah, 5:55 pm, to New York, 6:00 pm.

No. 78, from New York, 6:00 pm, to Savannah, 6:05 pm.

No. 79, from Savannah, 6:05 pm, to New York, 6:10 pm.

No. 80, from New York, 6:10 pm, to Savannah, 6:15 pm.

No. 81, from Savannah, 6:15 pm, to New York, 6:20 pm.

No. 82, from New York, 6:20 pm, to Savannah, 6:25 pm.

No. 83, from Savannah, 6:25 pm, to New York, 6:30 pm.

No. 84, from New York, 6:30 pm, to Savannah, 6:35 pm.

No. 85, from Savannah, 6:35 pm, to New York, 6:40 pm.

No. 86, from New York, 6:40 pm, to Savannah, 6:45 pm.

No. 87, from Savannah, 6:45 pm, to New York, 6:50 pm.

No. 88, from New York, 6:50 pm, to Savannah, 6:55 pm.

No. 89, from Savannah, 6:55 pm, to New York, 7:00 pm.

No. 90, from New York, 7:00 pm, to Savannah, 7:05 pm.

No. 91, from Savannah, 7:05 pm, to New York, 7:10 pm.

No. 92, from New York, 7:10 pm, to Savannah, 7:15 pm.

No. 93, from Savannah, 7:15 pm, to New York, 7:20 pm.

No. 94, from New York, 7:20 pm, to Savannah, 7:25 pm.

No. 95, from Savannah, 7:25 pm, to New York, 7:30 pm.

No. 96, from New York, 7:30 pm, to Savannah, 7:35 pm.

No. 97, from Savannah, 7:35 pm, to New York, 7:40 pm.

No. 98, from New York, 7:40 pm, to Savannah, 7:45 pm.

No. 99, from Savannah, 7:45 pm, to New York, 7:50 pm.

No. 100, from New York, 7:50 pm, to Savannah, 7:55 pm.

No. 101, from Savannah, 7:55 pm, to New York, 8:00 pm.

No. 102, from New York, 8:00 pm, to Savannah, 8:05 pm.

No. 103, from Savannah, 8:05 pm, to New York, 8:10 pm.

No. 104, from New York, 8:10 pm, to Savannah, 8:15 pm.

No. 105, from Savannah, 8:15 pm, to New York, 8:20 pm.

No. 106, from New York, 8:20 pm, to Savannah, 8:25 pm.

No. 107, from Savannah, 8:25 pm, to New York, 8:30 pm.

No. 108, from New York, 8:30 pm, to Savannah, 8:35 pm.

No. 109, from Savannah, 8:35 pm, to New York, 8:40 pm.

No. 110, from New York, 8:40 pm, to Savannah, 8:45 pm.

No. 111, from Savannah, 8:45 pm, to New York, 8:50 pm.

No. 112, from New York, 8:50 pm, to Savannah, 8:55 pm.

No. 113, from Savannah, 8:55 pm, to New York, 9:00 pm.

No. 114, from New York, 9:00 pm, to Savannah, 9:05 pm.

No. 115, from Savannah, 9:05 pm, to New York, 9:10 pm.

No. 116, from New York, 9:10 pm, to Savannah, 9:15 pm.

No. 117, from Savannah, 9:15 pm, to New York, 9:20 pm.

No. 118, from New York, 9:20 pm, to Savannah, 9:25 pm.

No. 119, from Savannah, 9:25 pm, to New York, 9:30 pm.

No. 120, from New York, 9:30 pm, to Savannah, 9:35 pm.

## The Supreme Court.

Decisions Rendered Monday, December 10, 1888.

Fry, alias Williams, vs. State. Murder.

Cobb, Criminal Law. Prisoner's statement. Charge of court. Murder. Verdict. New trial. Jury and jurors. Before Judge Brown.

Bleckley, C. J.—1. In his statement to the jury, the accused having testified to the use of words which may have been the provocation upon which he acted in killing her, the mortal blow, the court was warranted in charging upon the insufficiency of words as provocation according to section 4225 of the code, and in commenting upon and explaining the import of the section to the jury.

2. The wife, merely intimate, vexed and insult her husband, told him he was not the father of their children, and he, provoked by her words and the animus with which they were uttered, killed her, though in a sudden heat of passion, was a murder.

3. If in good faith he believed her declaration to be a truthful confession of her infidelity, and in a sudden transport of passion, consequent upon her disclosure of her infidelity, he shot her, with this original homicide would not be only voluntary manslaughter, but it is a question now for decision, the case not having been referred to a new trial or in the bill of exceptions. More-over the accused did not say or suggest in his statement that he believed that his wife said, or acted as he believed.

4. That the wife was unchaste or otherwise a bad woman, would certainly not justify the homicide, nor would the fact that she was in a sudden heat of passion resulting from adequate cause, tend to reduce the homicide below the grade of murder.

5. As to the charge of the court referring to defendant's statement for a certain engine, some irrelevant matters, such as self-defense, reasonable fear, etc., the verdict being correct, these irrelevant matters were harmless, and are not to be considered.

6. It is legally true, and the jury may be so instructed, that the responsibility is upon them to determine whether or not the defendant is guilty of murder, and that to do what they think right and proper in that regard rests with them and their consciences. Judgment affirmed.

J. E. Moyley and J. Z. Foster, for plaintiff in error.

Clifford Anderson, attorney-general, for brief, and George F. Goble, solicitor-general, for the state.

Steen &amp; Marshall vs. Harris. Claim, from Catonsville. Debtor and creditor. Sales. Rescission. Title. Before Judge Fain.

Bleckley, C. J.—1. Relatively to subsequent creditors of the purchaser, a conditional sale of chattels not duly recorded, is the same as an absolute sale.

2. When no part of the purchase money has been paid, a sale may be rescinded by mutual consent, though the purchase money has been transferred to a third person, provided the seller takes up the notes in consequence of the rescission and either returns them to the maker or holds them subject to his order.

3. The rescission of a sale is complete as soon as the relation of debtor and creditor is dissolved, and the whole purchase money is dissolved, and this is accomplished when the purchaser holds the property for the seller, and the seller holds the notes for the purchaser.

4. An attachment against the purchaser levied upon the goods after a complete rescission of the sale, is not effective against the vendor or against the customer who has not received the goods.

Judgment reversed.

J. E. Moyley, for plaintiffs in error.

McCutchen &amp; Shumate, J. H. Anderson and W. H. Payne, contra.

Ford vs. Lukens. Case, from Whitfield. Water and Water Courses. Torts. Before Judge Fain.

Bleckley, C. J.—A guarantee of water privileges which by express stipulation is without right to dam up the spring in any certain outlet, and to overflow a certain spring on the premises, cannot obstruct or affect the injurious right of the owner of the spring to use the outlet, and compressing the water into its passage through the same within a narrow and confined channel, although at the date of the grant the spring was not flowing naturally, but had artificial works across the outlet, which retained the flow. The owner, not having consented to keep the spring in any certain condition, could not be held to a natural condition without subjecting it to be overflown or otherwise injured by dams or obstructions, and the defendant was not bound to do so.

Judgment affirmed.

W. K. Moore, for plaintiff in error.

McCutchen &amp; Shumate, contra.

Hardenman vs. Nowell et al. Ejectment, from Walton. Witnesses. Evidence. Before Judge Hutchins.

Blanford, J.—Where the administrator or executor of a deceased person was not a party to the cause, and the testimony for plaintiff which defendant sought to rebut did not relate to anything that transpired between defendant and such deceased person, the testimony of a competent witness to give such rebutting testimony.

Judgment reversed.

Foster &amp; Butler, Calvin George and B. S. Edwards, for plaintiff in error.

H. D. McDaniel and McHenry &amp; Walker, contra.

Anderson vs. Kilgo. Claim, from Lumpkin. Judgment. Dormancy. Homestead. Before Judge Fain.

Blanford, J.—The dormancy of a judgment which was obtained, and on which execution was issued in 1876, but which was not entered by the proper officer, was made until 1888, was not prevented by the fact that in 1888 it was levied upon property which had been seized as a homestead, for the family of defendant in execution prior to the date of the judgment, which homestead did not expire until December, 1887. Hart vs. Evans, October term, 1887, 2 S. E. Rep. 39, cited and distinguished.

Judgment affirmed.

Price &amp; Charters, by brief, for plaintiff in error.

No appearance contra.

Inglo vs. Davis. Certiorari, from Whitfield. Bill of Exchange. Acceptance. Before Judge Fain.

Blanford, J.—A written order of Smithy to Davis to pay to bearer of the order a certain sum, but without specifying the time of payment, is a bill of exchange and due as soon as presented and accepted. An acceptance thereon, though written upon the bill by the party directed to pay, but not signed by any one, was not binding as an acceptance; nor did the fact that a partial payment was made by that party on the bill of exchange render him liable for the balance. Code, §§2775, 2791, 1880.

Judgment affirmed.

B. Z. Herndon, by W. K. Moore, contra.

Wednesday, December 12, 1888.

Vining vs. Officers of Court. Claim, from Clayton. Charge of court. Exceptions. Practice in superior court. Before Judge Blanford, J., not presiding, because of sickness.

Bleckley, C. J.—1. It is error to measure the residue of a claim by the amount to be collected out of the property, when it ought to be measured by the interest of the defendant in the property being upon. Thus, when only about one undivided sixth of the property was subject, the court erred in instructing the jury to find the whole property subject for a specific amount of money, there being no equitable pleading in the claim case.

2. Where property exempt for the family is involved, and the head of the family is claimant, the consent of the court to the claimant is not sufficient to warrant the court in holding the whole property subject when manifestly only an undivided interest in it is subject.

Judgment reversed.

W. A. Tigner, and D. M. Vining in propria persona, for plaintiff in error.

No appearance contra.

Crawford vs. Hodze. Complaint, from Bartow. Notice to sue. Evidence. Continuance. Practice in superior court. Before Judge Blanford, J.

Bleckley, C. J.—Where, as in respect to a written notice to sue, there is but a feeble presumption that the paper has been preserved, the defendant may introduce parol evidence of its contents, after proving that the plaintiff, in answer to it, that she believed it destroyed; but that she was bound by it. If her attorney in reply testified that the document had been found, but that he declines to produce it, the court should either admit the secondary evidence, or grant a motion made by the defendant to produce the case on the ground of surprise. The latter would be the better course.

Judgment reversed.

M. R. Stansell and S. Attaway, for plaintiff in error.

J. M. Neill and A. M. Foutte, contra.

Baker, survivor, vs. Middlebrooks. Ejectment, from Bartow. Partnership. Tenants in Common. New Trial. Practice in Superior Court. Before Judge Fain.

Bleckley, C. J.—1. A partnership is a firm, but never used in the partnership business, cannot as a whole be recovered in ejectment by the surviving partner, the partnership having been dissolved by the death of his partner. The most the survivor can recover is his share as a tenant in common. He cannot recover the partnership property, but only his share of the partnership property, which he may recover by a bill of partition. The share of the partner, descends to his heirs at law, though subject, it may be, to the her, who may claim it. J. E. McCamy, for plaintiff in error.

J. W. Harris, Jr., solicitor-general, by A. S. Johnson, for the state.

In the case of the Western and Atlantic railroad company vs. Jackson, from Bartow. A report hereafter.

Decisions Rendered Tuesday, December 13, 1888.

Johnson vs. Moon, receiver. Rents, from Bartow. Deceit. Dower. Ejectment. Receivers. Before Judge Fain.

Bleckley, J.—1. Whether a widow who elects to take, in lieu of dower, an amount of money to belong to her absolutely, surrenders thereby all interest in the rents and profits of her deceased husband's realty as well as in the realty itself, is not now for decision.

2. Where the mode adopted by decree of ascertaining the amount of money which the widow is to have absolutely in lieu of dower, is by computing according to life and annuity tables the value of her life of one-third of the proceeds realized by a sale of the husband's realty, the amount thus arrived at is not to be augmented by the addition of interest thereon from the husband's death, or from any other period, if the decree is silent as to interest.

3. Whilst the widow's share of the fund is held by the court in the hands of its receiver, or is being received by the receiver, it bears no interest unless it makes interest. If the receiver is default in not paying out money when he ought, he is personally chargeable with interest for withholding it, but not otherwise.

Judgment affirmed.

B. B. Tripp and A. S. Johnson, for plaintiff in error.

W. K. Moore, for defendant.

Western and Atlantic railroad company, vs. Jackson. Certiorari, from Bartow. Amendment. Before Judge Fain.

Blanford, J.—A petition for certiorari must set forth specifically the grounds of relief sought. Such a petition is not amendable. Code, §402; Singer Manufacturing Co. vs. Walker &amp; Co., 77 Ga. 640.

Judgment affirmed.

John W. Akin, for plaintiff in error.

James B. Conyers, contra.

Sick headache is readily cured by Hood's Sassafras, which tones and regulates the digestion, and creates an appetite.

J. W. Akin, for plaintiff in error.

James B. Conyers, contra.

Conyers vs. Graham &amp; Foutte. Complaint, from City of Savannah. Vendor. Evidence. Charge of court. Jury and Jurors. Constitutional Law. Before Thomas W. Miller, Esq., judge pro hoc vice.

Simmons, J.—1. The verdict is clearly contrary to the evidence.

2. The evidence of plaintiffs as to the services performed by them, and of defendant's refusal to pay them, is not sufficient to sustain the verdict.

3. A charge that, if the intestate was engaged in business at the time of his death, the law of the law of his parents, and if the engine was bought by him to aid him in carrying on this business, he would be liable upon the absolute sale, being some evidence to sustain such charge.

Trammell Starr and R. J. McCamy, for plaintiff in error.

W. K. Moore and McCutchen &amp; Shumate, contra.

Conyers vs. Graham &amp; Foutte. Complaint, from City of Savannah. Vendor. Evidence. Charge of court. Jury and Jurors. Constitutional Law. Before Thomas W. Miller, Esq., judge pro hoc vice.

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Trammell Starr and R. J. McCamy, for plaintiff in error.

W. K. Moore and McCutchen &amp; Shumate, contra.

Ford vs. Lukens. Case, from Whitfield. Water and Water Courses. Torts. Before Judge Fain.

Bleckley, C. J.—A guarantee of water privileges which by express stipulation is without right to dam up the spring in any certain outlet, and to overflow a certain spring on the premises, cannot obstruct or affect the injurious right of the owner of the spring to use the outlet, and compressing the water into its passage through the same within a narrow and confined channel, although at the date of the grant the spring was not flowing naturally, but had artificial works across the outlet, which retained the flow. The owner, not having consented to keep the spring in any certain condition, could not be held to a natural condition without subjecting it to be overflown or otherwise injured by dams or obstructions, and the defendant was not bound to do so.

Judgment affirmed.

W. K. Moore, for plaintiff in error.

McCutchen &amp; Shumate, contra.

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Blanford, J.—Where the administrator or executor of a deceased person was not a party to the cause, and the testimony for plaintiff which defendant sought to rebut did not relate to anything that transpired between defendant and such deceased person, the testimony of a competent witness to give such rebutting testimony.

Judgment reversed.

Foster &amp; Butler, Calvin George and B. S. Edwards, for plaintiff in error.

H. D. McDaniel and McHenry &amp; Walker, contra.







## MISCELLANEOUS.

## OPEN EVENINGS.

UNTIL AFTER THE HOLIDAYS OUR STORE will be kept open every evening until nine o'clock.

44 Marietta St.

We are making a great many orders for special goods, and if you do not find what you want in town let us send for it. We are constantly receiving new and pretty things particularly suited for holiday gifts while our watch stock is complete and contains time pieces that will please all, both as regards style and price.

J. R. WATTS & CO.  
JEWELERS AND OPTICIANS.  
OPPOSITE THE OPERA HOUSE.  
1st floor on 4th street.

## POSTEL'S "ELEGANT!"

The finest cake and bread that can be made are made of "Elegant" Flour. It always pleases. It is always the same, and perfectly pure. Yesterday we asked four consumers of "Elegant" if it was always as represented. Here are their replies:

"We have used 'Elegant' for six years and find it always the same. It is the most satisfactory flour we ever used." P. L. MYNATT.

"Mrs. Adams has used it two years and pronounces it perfect." G. W. ADAMS.

"I have used 'Elegant' five years and consider it the best sold in Atlanta. My wife will use no other when we can get 'Elegant'." M. R. BERRY.

"I have used the 'Elegant' flour for the past six years and have found it superior to any other. It is the best flour I have ever used." Mrs. J. W. BALLARD.

FOR SALE AT RETAIL BY  
L. D. LOWE, 137 Whitehall street.  
I. S. MITCHELL, 142 Whitehall street.  
W. M. MIDDLEBROOKS, 301 West Peters street.  
R. H. CALDWELL, West End.  
STEWART & HICE, 158 Decatur.  
JAMES S. BOYD, 98 Peachtree.

JOHN N. DUNN & CO.,  
Sole Agents.

PLUSH GOODS,  
ALBUMS  
BOOKS,  
TOYS,  
DOLLS,

AND EVERY KIND OF A  
Christmas -- Present

IN GREAT VARIETY AT—

Delbridge & Orr's,  
110 Whitehall St.

The cheapest prices ever  
heard of as we must sell out our  
entire Christmas stock.

## THE WEATHER REPORT

INDICATIONS  
WASHINGTON, December 16.—In-  
dications for Georgia: Rain, sta-  
tionary temperature followed on  
Monday by cooler southerly winds.

Observer's Office, Signal Service, U.S.A.  
UNITED STATES CUSTOM HOUSE,  
ATLANTA, Ga., December 16—7 p. m.

All observations taken at the same moment or  
actual time at each place.  
Observations taken at 8 p. m. Seventy-fifth Meri-  
dian time.

STATIONS.		TEMPERATURE.	WIND.	WEATHER.
Barometer.	Thermometer.	Barometer.	Velocity.	Barometer.
Panama	29.84	62	SW	.08 Cloudy.
Mobile	29.86	58	SW	.10 Cloudy.
Montgomery	29.85	58	SW	.08 Rain.
New Orleans	29.82	58	SW	.08 Rain.
Galveston	29.86	54	SW	.00 Clear.
Portland	29.85	60	NW	.00 Clear.
Corpus Christi	30.06	62	NW	.00 Clear.
Brownsville	30.06	62	NW	.00 Clear.
El Paso	30.14	62	NW	.00 Clear.
LOCAL OBSERVATION.				
(General Time.)				
Time of Observation.				
7 a. m.	59.84	64	S	.00 Cloudy.
7 p. m.	57.68	61	SE	.50 Cloudy.
Maximum Thermometer.				
Minimum Thermometer.				
Total Rainfall.				